

SERFF Tracking Number:	GECC-125844186	State:	Arkansas
First Filing Company:	GEICO Indemnity Company, ...	State Tracking Number:	EFT \$50
Company Tracking Number:	2008-405		
TOI:	19.0 Personal Auto	Sub-TOI:	19.0001 Private Passenger Auto (PPA)
Product Name:	405-Auto-Form		
Project Name/Number:	405-Auto-Form/2008-405		

Filing at a Glance

Companies: GEICO Indemnity Company, GEICO Casualty Company, GEICO General Insurance Company, Government Employees Insurance Company

Product Name: 405-Auto-Form	SERFF Tr Num: GECC-125844186	State: Arkansas
TOI: 19.0 Personal Auto	SERFF Status: Closed	State Tr Num: EFT \$50
Sub-TOI: 19.0001 Private Passenger Auto (PPA)	Co Tr Num: 2008-405	State Status: Fees verified and received
Filing Type: Form	Co Status:	Reviewer(s): Alexa Grissom, Betty Montesi
	Authors: Maria Papagjika, Trevor Arbes	Disposition Date: 11/17/2008
	Date Submitted: 10/06/2008	Disposition Status: Approved
Effective Date Requested (New): On Approval		Effective Date (New): 11/17/2008
Effective Date Requested (Renewal): On Approval		Effective Date (Renewal):
State Filing Description:		

General Information

Project Name: 405-Auto-Form	Status of Filing in Domicile:
Project Number: 2008-405	Domicile Status Comments:
Reference Organization:	Reference Number:
Reference Title:	Advisory Org. Circular:
Filing Status Changed: 11/17/2008	
State Status Changed: 10/09/2008	Deemer Date:
Corresponding Filing Tracking Number:	
Filing Description:	

For your review and approval, the above referenced companies herewith submit a revision to our Automobile Casualty Forms Manuals currently on file with your department.

Specifically, we propose to place on file the following revised forms:

SERFF Tracking Number: GECC-125844186 State: Arkansas
First Filing Company: GEICO Indemnity Company, ... State Tracking Number: EFT \$50
Company Tracking Number: 2008-405
TOI: 19.0 Personal Auto Sub-TOI: 19.0001 Private Passenger Auto (PPA)
Product Name: 405-Auto-Form
Project Name/Number: 405-Auto-Form/2008-405

Government Employees Insurance and GEICO General Insurance Companies:

A-449 (08-08) – Automobile Policy Amendment – Uninsured Motorist – Property Damage Coverage

GEICO Indemnity Company:

CRA-21 (08-08) – Automobile Policy Amendment – Uninsured Motorist – Property Damage Coverage

GEICO Casualty Company:

CC-1217 (08-08) – Automobile Policy Amendment – Uninsured Motorist – Property Damage Coverage

Additionally, we are withdrawing forms: A-449 (12-02), CRA-21 (12-02), and CC-1217 (12-02).

Copies of the revised forms are enclosed for your review. Please note these forms contain identical information.

Once you have had the opportunity to review the enclosed, please provide us with your stamped approval for our records.

Company and Contact

Filing Contact Information

Maria Papagjika, Analyst, State Filings
One GEICO Plaza
Washington, DC 20076

mpapagjika@geico.com
(301) 986-3792 [Phone]
(301) 986-3922[FAX]

Filing Company Information

GEICO Indemnity Company
4608 Willard Avenue
Chevy Chase, MD 20815
(800) 824-5404 ext. [Phone]

CoCode: 22055
Group Code: 31
Group Name:
FEIN Number: 52-0794134

State of Domicile: Maryland
Company Type:
State ID Number:

GEICO Casualty Company
4608 Willard Avenue
Chevy Chase, MD 20815
(800) 824-5404 ext. [Phone]

CoCode: 41491
Group Code: 31
Group Name:
FEIN Number: 52-1264413

State of Domicile: Maryland
Company Type:
State ID Number:

SERFF Tracking Number: *GECC-125844186* *State:* *Arkansas*
First Filing Company: *GEICO Indemnity Company, ...* *State Tracking Number:* *EFT \$50*
Company Tracking Number: *2008-405*
TOI: *19.0 Personal Auto* *Sub-TOI:* *19.0001 Private Passenger Auto (PPA)*
Product Name: *405-Auto-Form*
Project Name/Number: *405-Auto-Form/2008-405*

GEICO General Insurance Company CoCode: 35882 State of Domicile: Maryland
4608 Willard Avenue Group Code: 31 Company Type:
Chevy Chase, MD 20815 Group Name: State ID Number:
(800) 824-5404 ext. [Phone] FEIN Number: 75-1588101

Government Employees Insurance Company CoCode: 22063 State of Domicile: Maryland
4608 Willard Avenue Group Code: 31 Company Type:
Chevy Chase, MD 20815 Group Name: State ID Number:
(800) 824-5404 ext. [Phone] FEIN Number: 53-0075853

SERFF Tracking Number: GECC-125844186 State: Arkansas
First Filing Company: GEICO Indemnity Company, ... State Tracking Number: EFT \$50
Company Tracking Number: 2008-405
TOI: 19.0 Personal Auto Sub-TOI: 19.0001 Private Passenger Auto (PPA)
Product Name: 405-Auto-Form
Project Name/Number: 405-Auto-Form/2008-405

Filing Fees

Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? No
Fee Explanation: \$50 for each filing x 1 filing = \$50
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
GEICO Indemnity Company	\$0.00	10/06/2008	
GEICO Casualty Company	\$0.00	10/06/2008	
GEICO General Insurance Company	\$0.00	10/06/2008	
Government Employees Insurance Company	\$50.00	10/06/2008	22955702

<i>SERFF Tracking Number:</i>	<i>GECC-125844186</i>	<i>State:</i>	<i>Arkansas</i>
<i>First Filing Company:</i>	<i>GEICO Indemnity Company, ...</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>2008-405</i>		
<i>TOI:</i>	<i>19.0 Personal Auto</i>	<i>Sub-TOI:</i>	<i>19.0001 Private Passenger Auto (PPA)</i>
<i>Product Name:</i>	<i>405-Auto-Form</i>		
<i>Project Name/Number:</i>	<i>405-Auto-Form/2008-405</i>		

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Alexa Grissom	11/17/2008	11/17/2008

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending	Alexa Grissom	10/09/2008	10/09/2008	Trevor Arbes	11/11/2008	11/12/2008
Industry						
Response						

Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
Acknowledgment Letter	Note To Reviewer	Trevor Arbes	10/16/2008	10/16/2008

<i>SERFF Tracking Number:</i>	<i>GECC-125844186</i>	<i>State:</i>	<i>Arkansas</i>
<i>First Filing Company:</i>	<i>GEICO Indemnity Company, ...</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>2008-405</i>		
<i>TOI:</i>	<i>19.0 Personal Auto</i>	<i>Sub-TOI:</i>	<i>19.0001 Private Passenger Auto (PPA)</i>
<i>Product Name:</i>	<i>405-Auto-Form</i>		
<i>Project Name/Number:</i>	<i>405-Auto-Form/2008-405</i>		

Disposition

Disposition Date: 11/17/2008
Effective Date (New): 11/17/2008
Effective Date (Renewal):
Status: Approved
Comment:

Rate data does NOT apply to filing.

Overall Rate Information for Multiple Company Filings

Overall Percentage Rate Indicated For This Filing	0.000%
Overall Percentage Rate Impact For This Filing	0.000%
Effect of Rate Filing-Written Premium Change For This Program	\$0
Effect of Rate Filing - Number of Policyholders Affected	0

SERFF Tracking Number:	GECC-125844186	State:	Arkansas
First Filing Company:	GEICO Indemnity Company, ...	State Tracking Number:	EFT \$50
Company Tracking Number:	2008-405		
TOI:	19.0 Personal Auto	Sub-TOI:	19.0001 Private Passenger Auto (PPA)
Product Name:	405-Auto-Form		
Project Name/Number:	405-Auto-Form/2008-405		

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Cover Letter	Approved	Yes
Supporting Document	Filing Memorandum	Approved	Yes
Supporting Document	Change Sheet	Approved	Yes
Supporting Document	Side-by-Side Comparison	Approved	Yes
Supporting Document	Response Letter	Approved	Yes
Supporting Document	Marked-Up Form	Approved	Yes
Form (revised)	Automobile Policy Amendment - Uninsured Motorist - Property Damage Coverage	Approved	Yes
Form	Automobile Policy Amendment - Uninsured Motorist - Property Damage Coverage	Approved	Yes
Form (revised)	Automobile Policy Amendment - Uninsured Motorist - Property Damage Coverage	Approved	Yes
Form	Automobile Policy Amendment - Uninsured Motorist - Property Damage Coverage	Approved	Yes
Form (revised)	Automobile Policy Amendment - Uninsured Motorist - Property Damage Coverage	Approved	Yes
Form	Automobile Policy Amendment - Uninsured Motorist - Property Damage Coverage	Approved	Yes

SERFF Tracking Number: *GECC-125844186* *State:* *Arkansas*
First Filing Company: *GEICO Indemnity Company, ...* *State Tracking Number:* *EFT \$50*
Company Tracking Number: *2008-405*
TOI: *19.0 Personal Auto* *Sub-TOI:* *19.0001 Private Passenger Auto (PPA)*
Product Name: *405-Auto-Form*
Project Name/Number: *405-Auto-Form/2008-405*

Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 10/09/2008
Submitted Date 10/09/2008
Respond By Date
Dear Maria Papagjika,

This will acknowledge receipt of the captioned filing. The submitted forms must comply with Act 373 of 2007. Additionally, the definition of property damage must include a reasonable amount for loss of use per Act 1697 of 2005.

Please feel free to contact me if you have questions.
Sincerely,
Alexa Grissom

Response Letter

Response Letter Status Submitted to State
Response Letter Date 11/11/2008
Submitted Date 11/12/2008

Dear Alexa Grissom,

Comments:

Response 1

Comments: Please see the attached Response Letter and revised forms in response to your objection letter dated October 9, 2008.

Changed Items:

Supporting Document Schedule Item Changes

Satisfied -Name: Response Letter

Comment:

Satisfied -Name: Marked-Up Form

Comment:

SERFF Tracking Number:	GECC-125844186	State:	Arkansas
First Filing Company:	GEICO Indemnity Company, ...	State Tracking Number:	EFT \$50
Company Tracking Number:	2008-405		
TOI:	19.0 Personal Auto	Sub-TOI:	19.0001 Private Passenger Auto (PPA)
Product Name:	405-Auto-Form		
Project Name/Number:	405-Auto-Form/2008-405		

Form Schedule Item Changes

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
Automobile Policy Amendment - Uninsured Motorist - Property Damage Coverage Previous Version	A-449	(08-08)	Endorsement/Amendment/Conditions	Replaced			A-449 (08-08).pdf
Automobile Policy Amendment - Uninsured Motorist - Property Damage Coverage	A-449	(08-08)	Endorsement/Amendment/Conditions	Replaced			A-449 (08-08).pdf
Automobile Policy Amendment - Uninsured Motorist - Property Damage Coverage Previous Version	CRA-21	(08-08)	Endorsement/Amendment/Conditions	Replaced			CRA-21 (08-08).pdf
Automobile Policy Amendment - Uninsured Motorist - Property Damage Coverage	CRA-21	(08-08)	Endorsement/Amendment/Conditions	Replaced			CRA-21 (08-08).pdf
Automobile Policy Amendment - Uninsured Motorist - Property Damage Coverage Previous Version	CC-1217	(08-08)	Endorsement/Amendment/Conditions	Replaced			CC-1217 (08-08).pdf
Automobile Policy Amendment - Uninsured Motorist - Property Damage Coverage	CC-1217	(08-08)	Endorsement/Amendment/Conditions	Replaced			CC-1217 (08-08).pdf

<i>SERFF Tracking Number:</i>	<i>GECC-125844186</i>	<i>State:</i>	<i>Arkansas</i>
<i>First Filing Company:</i>	<i>GEICO Indemnity Company, ...</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>2008-405</i>		
<i>TOI:</i>	<i>19.0 Personal Auto</i>	<i>Sub-TOI:</i>	<i>19.0001 Private Passenger Auto (PPA)</i>
<i>Product Name:</i>	<i>405-Auto-Form</i>		
<i>Project Name/Number:</i>	<i>405-Auto-Form/2008-405</i>		
<i>Property Damage</i>			
<i>Coverage</i>			

SERFF Tracking Number: *GECC-125844186*

State: *Arkansas*

First Filing Company: *GEICO Indemnity Company, ...*

State Tracking Number: *EFT \$50*

Company Tracking Number: *2008-405*

TOI: *19.0 Personal Auto*

Sub-TOI: *19.0001 Private Passenger Auto (PPA)*

Product Name: *405-Auto-Form*

Project Name/Number: *405-Auto-Form/2008-405*

No Rate/Rule Schedule items changed.

Sincerely,

Maria Papagjika, Trevor Arbes

<i>SERFF Tracking Number:</i>	<i>GECC-125844186</i>	<i>State:</i>	<i>Arkansas</i>
<i>First Filing Company:</i>	<i>GEICO Indemnity Company, ...</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>2008-405</i>		
<i>TOI:</i>	<i>19.0 Personal Auto</i>	<i>Sub-TOI:</i>	<i>19.0001 Private Passenger Auto (PPA)</i>
<i>Product Name:</i>	<i>405-Auto-Form</i>		
<i>Project Name/Number:</i>	<i>405-Auto-Form/2008-405</i>		

Note To Reviewer

Created By:

Trevor Arbes on 10/16/2008 07:49 AM

Subject:

Acknowledgment Letter

Comments:

Please see the attached letter acknowledging your objection letter dated October 9, 2008.



- Government Employees Insurance Company
 - GEICO General Insurance Company
 - GEICO Indemnity Company
 - GEICO Casualty Company
-

ONE GEICO PLAZA ■ Washington, D.C. 20076-0001 ■

October 16, 2008

Honorable Julie Benafield Bowman
Commissioner of Insurance
Arkansas Insurance Department
1200 West Third Street
Little Rock, Arkansas 72201-1904

Attn: Alexa Grissom

Re: Government Employees Insurance Company (GEICO) NAIC# 031-22063
GEICO General Insurance Company NAIC# 031-35882
GEICO Indemnity Company NAIC# 031-22055
GEICO Casualty Company NAIC# 031-41491
Automobile Casualty Forms Manuals
File Number: **2008-405**
SERFF Tracking#: GECC-125844186

Dear Ms. Grissom:

We are in receipt of your objection letter dated October 9, 2008, and we are currently in the process of preparing a response.

Please continue to hold our filing in abeyance pending our response.

Sincerely,

Trevor Arbes
Analyst, State Filings
800-824-5404 Ext. 7428
Fax: (301)-986-3922
Email: TArbes@geico.com

Enclosures

SERFF Tracking Number:	GECC-125844186	State:	Arkansas
First Filing Company:	GEICO Indemnity Company, ...	State Tracking Number:	EFT \$50
Company Tracking Number:	2008-405		
TOI:	19.0 Personal Auto	Sub-TOI:	19.0001 Private Passenger Auto (PPA)
Product Name:	405-Auto-Form		
Project Name/Number:	405-Auto-Form/2008-405		

Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Automobile Policy Amendment - Uninsured Motorist - Property Damage Coverage	A-449	(08-08)	Endorsement/Amendment/Conditions Replaced	Replaced Form #: A-449 (12-02) Previous Filing #:		A-449 (08-08).pdf
Approved	Automobile Policy Amendment - Uninsured Motorist - Property Damage Coverage	CRA-21	(08-08)	Endorsement/Amendment/Conditions Replaced	Replaced Form #: CRA-21 (12-02) Previous Filing #:		CRA-21 (08-08).pdf
Approved	Automobile Policy Amendment - Uninsured Motorist - Property Damage Coverage	CC-1217	(08-08)	Endorsement/Amendment/Conditions Replaced	Replaced Form #: CC-1217 (12-02) Previous Filing #:		CC-1217 (08-08).pdf

**Automobile Policy Amendment
UNINSURED MOTORIST-
PROPERTY DAMAGE COVERAGE
ARKANSAS**

Your policy provisions are amended as follows:

DEFINITIONS

1. **Farm auto** means a truck type vehicle with a gross vehicle weight of 15,000 pounds or less, not used for commercial purposes other than farming.
2. **Hit-and-Run Auto** is a motor vehicle causing **property damage** to an **insured auto** through physical contact with that vehicle and whose operator or owner cannot be identified, provided the **insured** or someone on his behalf:
 - (a) Reports the accident within 24 hours to a police, peace or judicial officer or to the Commissioner of Motor Vehicles;
 - (b) Files with us within 30 days a statement setting forth the facts of the accident and claiming that he has a cause of action for damages against an unidentified person; and
 - (c) Makes available for inspection, at our request, the **insured auto**.
3. **Insured** means:
 - (a) The individual named in the declarations and his or her spouse if a resident of the same household;
 - (b) Any person who is entitled to recover damages because of **property damage** sustained by an **insured** under a) above;
 - (c) Any other person, not excluded from coverage under the policy, using the **insured auto** with the owner's permission. The actual use must be within the scope of the permission given by the owner.If there is more than one **insured**, our limits of liability will not be increased.
4. **Insured auto** is an auto:
 - (a) Described in the declaration and covered by the liability coverages of this policy;
 - (b) Temporarily substituted for an **insured auto** when withdrawn from normal use because of its breakdown, repair, servicing, loss or destruction;
 - (c) A **private passenger, farm, or utility auto**, ownership of which **you** acquire during the policy period, if
 - (i) It replaces a vehicle described in this policy for which a premium is shown for these coverages or a **trailer** owned by **you**;
 - (ii) We insure all **private passenger, farm, and utility autos** owned by **you** on the date of the acquisition, and **you** ask us to add it to the policy no more than 30 days later.
 - (d) A non-owned auto used by the individual named in the declarations or his or her if a resident of the same household.But the term **insured auto** does not include:
 - (i) An auto used to carry passengers or goods for hire except in a car pool;
 - (ii) An auto being used without the owner's permission; or
 - (iii) Under subparagraphs b) and c) above, an auto owned by or furnished for the regular use of an **insured**.
5. **Private Passenger auto** means a four wheel private passenger, station wagon or jeep-type auto.
6. **Property damage** means damage to or destruction of an auto owned by **you** and covered by the liability coverages of this policy. Property damage includes a reasonable amount for the loss of use of the auto.
7. **Punitive or Exemplary Damage** means damage that is imposed to punish the wrongdoer and to deter others from similar conduct.
8. **Trailer** means a trailer designed to be towed by a **private passenger auto**, if not being used for business or commercial purposes with a vehicle other than a **private passenger, farm or utility auto**.
9. **Uninsured auto** is a motor vehicle which:
 - a) Has no property damage liability bond, policy of insurance or cash or securities on file to cover **property damage** at the time of the accident, or;
 - b) Has property damage liability insurance in effect at the time of the accident but the insurer of the vehicle becomes insolvent or denies coverage.

The term **uninsured auto** does not include:

- (a) An **insured auto**;
- (b) A motor vehicle owned or operated by a self insurer within the meaning of any motor vehicle financial responsibility law, motor carrier law or any similar law;

- (c) A motor vehicle owned by the United States of America, any other national government, a **state**, or a political subdivision of any such government or its agencies;
- (d) A land motor vehicle or **trailer** operated on rails or crawler-treads or located for use as a residence or premises;
- (e) A farm-type tractor or equipment designed for use principally off public roads, except while used upon public roads.

10. Utility auto means a vehicle, other than a **farm auto** with a gross vehicle weight of 15,000 pounds or less of the pickup body, van or panel truck type not used for commercial purposes.

11. You or your means: the policyholder named in the declarations and his or her spouse if a resident of the same household.

LOSSES WE PAY

Under this Coverage we will pay for damages to property caused by accident involving physical contact with an **insured auto** for which the **insured** is legally entitled to recover from the owner or operator of an **uninsured auto** or **hit and run auto** arising out of the ownership, maintenance or use of that auto.

EXCLUSIONS

When this Coverage Does Not Apply

1. This coverage does not apply if the insured or his legal representative has made a settlement or has been awarded a judgment on his claim without our prior written consent or if we are not a party to litigation involving the **insured** and the uninsured motorist.
2. This coverage shall not apply to the benefit of any property insurer.
3. This coverage does not apply to the first two hundred dollars of the total amount of all **property damage** as the result of any one accident. The deductible does not apply if:
 - (a) Collision Coverage is also provided on the **insured auto**, and
 - (b) The operator of the other vehicle has been positively identified and is solely at fault.
4. This coverage does not apply to loss or damage to personal property located in the **insured auto**.
5. We do not cover the United States of America or any of its agencies as an **insured**, a third party beneficiary or otherwise.
6. This coverage does not apply to **property damage** to the **insured auto** if the collision does not involve actual direct physical contact between the **insured** and the **uninsured auto** or **hit-and-run auto**.
7. Regardless of any other provisions of this policy, there is no coverage for **punitive or exemplary damages**.
8. This coverage does not apply to **property damage** to the **insured auto** that results from nuclear exposure or explosion including resulting fire, radiation or contamination.
9. We do not cover **property damage** caused by an auto driven in or preparing for any racing, speed or demolition contest or stunting activity of any nature, whether or not prearranged or organized.
10. We do not cover any liability assumed under any contract or agreement.

LIMIT OF LIABILITY

Regardless of the number of autos or **trailers** to which this policy applies:

1. The limit of property damage liability stated in the declarations as applicable to "each accident" is our total limit of liability for all damages to the property of one or more **insureds** as the result of any one accident.
2. When coverage is afforded by two or more autos, the limits of liability shall apply separately to each auto as stated in the declarations but shall not exceed the highest limit of liability applicable to one auto.

If separate policies with us are in effect for **you** or any person in **your** household, they may not be combined to increase the limit of our liability for a loss.

The amount payable under this Coverage will be reduced by all amounts:

- (a) Paid by or for all persons or organizations liable for the **property damage** to the **insured auto**;
- (b) Paid or payable under any property insurance policy.

OTHER INSURANCE

This insurance shall be excess over other valid and collectible insurance, except that it shall be primary to any insurance or self-insurance maintained by a duly licensed automobile dealer or rental company.

TRUST AGREEMENT

When we make a payment under this coverage:

1. We will be entitled to repayment of that amount out of any settlement or judgment any **insured** recovers from any person or organization legally responsible for the **property damage**.

2. Any **insured** claiming benefits will hold in trust for our benefit all rights of recovery which he may have against any person or organization responsible for his damages. He will do whatever is necessary to secure all rights of recovery and will do nothing after the loss to prejudice these rights.
3. At our written request, any **insured** claiming benefits, in his own name, will take through a designated representative appropriate action necessary to recover payment for damages from the legally responsible person or organization. That **insured** will pay us out of the recovery for our expenses, costs and attorney's fees.
4. Any **insured** claiming benefits will execute and furnish us with any needed documents to secure his and our rights and obligations.

CONDITIONS

1. NOTICE

As soon as possible after an accident, notice must be given us or our authorized agent stating:

- (a) The identity of the **insured**;
- (b) The time, place and details of the accident, and
- (c) The names and addresses of any witnesses.

If any **insured** or his legal representative files suit before we make a settlement under this coverage, he must immediately provide us with a copy of the pleadings.

2. ASSISTANCE AND COOPERATION OF THE INSURED

After we receive notice of a claim, we may require any **insured** to take any action necessary to preserve his recovery rights against any allegedly legally responsible person or organization. We may require that **insured** to make that person or organization a defendant in any action against us.

3. ACTION AGAINST US

Suit will not lie against us unless any **insured** claiming benefits or his legal representative have fully complied with all the policy terms.

4. PROOF OF CLAIM

The **insured** or other person making a property damage claim shall file a proof of loss with us as soon as practicable. The proof of loss shall be a sworn statement as to the interest of the **insured** and anyone else in the property, any encumbrances upon the property, actual cash value at the time of the loss, and description and amount of all other insurance covering this property. Upon our request, the **insured** will show us the damaged property.

In the event of a property damage loss, the **insured** shall protect the auto from further loss. Further loss due to failure to protect will not be covered. We will pay for reasonable expenses incurred for the protection of the auto.

5. PAYMENT OF LOSS

Any amount is payable;

- a) To the **insured** or his authorized representative;
- b) If the **insured** is a minor to his parent or guardian; or
- c) If the **insured** is deceased, to his surviving spouse; otherwise
- d) A person authorized by law to receive the payment; or to a person legally entitled to recover payment for the damages.

We may, at our option, pay an amount due in accordance with (d) above.

We affirm this amendment.



W. C. E. Robinson
Secretary



O. M. Nicely
President

**Automobile Policy Amendment
UNINSURED MOTORIST-
PROPERTY DAMAGE COVERAGE
ARKANSAS**

Your policy provisions are amended as follows:

DEFINITIONS

1. **Farm auto** means a truck type vehicle with a gross vehicle weight of 15,000 pounds or less, not used for commercial purposes other than farming.
2. **Hit-and-Run Auto** is a motor vehicle causing **property damage** to an **insured auto** through physical contact with that vehicle and whose operator or owner cannot be identified, provided the **insured** or someone on his behalf:
 - (a) Reports the accident within 24 hours to a police, peace or judicial officer or to the Commissioner of Motor Vehicles;
 - (b) Files with us within 30 days a statement setting forth the facts of the accident and claiming that he has a cause of action for damages against an unidentified person; and
 - (c) Makes available for inspection, at our request, the **insured auto**.
3. **Insured** means:
 - (a) The individual named in the declarations and his or her spouse if a resident of the same household;
 - (b) Any person who is entitled to recover damages because of **property damage** sustained by an **insured** under a) above;
 - (c) Any other person, not excluded from coverage under the policy, using the **insured auto** with the owner's permission. The actual use must be within the scope of the permission given by the owner.If there is more than one **insured**, our limits of liability will not be increased.
4. **Insured auto** is an auto:
 - (a) Described in the declaration and covered by the liability coverages of this policy;
 - (b) Temporarily substituted for an **insured auto** when withdrawn from normal use because of its breakdown, repair, servicing, loss or destruction;
 - (c) A **private passenger, farm, or utility auto**, ownership of which **you** acquire during the policy period, if
 - (i) It replaces a vehicle described in this policy for which a premium is shown for these coverages or a **trailer** owned by **you**;
 - (ii) We insure all **private passenger, farm, and utility autos** owned by **you** on the date of the acquisition, and **you** ask us to add it to the policy no more than 30 days later.
 - (d) A non-owned auto used by the individual named in the declarations or his or her if a resident of the same household.But the term **insured auto** does not include:
 - (i) An auto used to carry passengers or goods for hire except in a car pool;
 - (ii) An auto being used without the owner's permission; or
 - (iii) Under subparagraphs b) and c) above, an auto owned by or furnished for the regular use of an **insured**.
5. **Private Passenger auto** means a four wheel private passenger, station wagon or jeep-type auto.
6. **Property damage** means damage to or destruction of an auto owned by **you** and covered by the liability coverages of this policy. Property damage includes a reasonable amount for the loss of use of the auto.
7. **Punitive or Exemplary Damage** means damage that is imposed to punish the wrongdoer and to deter others from similar conduct.
8. **Trailer** means a trailer designed to be towed by a **private passenger auto**, if not being used for business or commercial purposes with a vehicle other than a **private passenger, farm or utility auto**.
9. **Uninsured auto** is a motor vehicle which:
 - a) Has no property damage liability bond, policy of insurance or cash or securities on file to cover **property damage** at the time of the accident, or;
 - b) Has property damage liability insurance in effect at the time of the accident but the insurer of the vehicle becomes insolvent or denies coverage.

The term **uninsured auto** does not include:

- (a) An **insured auto**;
- (b) A motor vehicle owned or operated by a self insurer within the meaning of any motor vehicle financial responsibility law, motor carrier law or any similar law;

- (c) A motor vehicle owned by the United States of America, any other national government, a **state**, or a political subdivision of any such government or its agencies;
- (d) A land motor vehicle or **trailer** operated on rails or crawler-treads or located for use as a residence or premises;
- (e) A farm-type tractor or equipment designed for use principally off public roads, except while used upon public roads.

10. Utility auto means a vehicle, other than a **farm auto** with a gross vehicle weight of 15,000 pounds or less of the pickup body, van or panel truck type not used for commercial purposes.

11. You or your means: the policyholder named in the declarations and his or her spouse if a resident of the same household.

LOSSES WE PAY

Under this Coverage we will pay for damages to property caused by accident involving physical contact with an **insured auto** for which the **insured** is legally entitled to recover from the owner or operator of an **uninsured auto** or **hit and run auto** arising out of the ownership, maintenance or use of that auto.

EXCLUSIONS

When this Coverage Does Not Apply

1. This coverage does not apply if the insured or his legal representative has made a settlement or has been awarded a judgment on his claim without our prior written consent or if we are not a party to litigation involving the **insured** and the uninsured motorist.
2. This coverage shall not apply to the benefit of any property insurer.
3. This coverage does not apply to the first two hundred dollars of the total amount of all **property damage** as the result of any one accident. The deductible does not apply if:
 - (a) Collision Coverage is also provided on the **insured auto**, and
 - (b) The operator of the other vehicle has been positively identified and is solely at fault.
4. This coverage does not apply to loss or damage to personal property located in the **insured auto**.
5. We do not cover the United States of America or any of its agencies as an **insured**, a third party beneficiary or otherwise.
6. This coverage does not apply to **property damage** to the **insured auto** if the collision does not involve actual direct physical contact between the **insured** and the **uninsured auto** or **hit-and-run auto**.
7. Regardless of any other provisions of this policy, there is no coverage for **punitive or exemplary damages**.
8. This coverage does not apply to **property damage** to the **insured auto** that results from nuclear exposure or explosion including resulting fire, radiation or contamination.
9. We do not cover **property damage** caused by an auto driven in or preparing for any racing, speed or demolition contest or stunting activity of any nature, whether or not prearranged or organized.
10. We do not cover any liability assumed under any contract or agreement.

LIMIT OF LIABILITY

Regardless of the number of autos or **trailers** to which this policy applies:

1. The limit of property damage liability stated in the declarations as applicable to "each accident" is our total limit of liability for all damages to the property of one or more **insureds** as the result of any one accident.
2. When coverage is afforded by two or more autos, the limits of liability shall apply separately to each auto as stated in the declarations but shall not exceed the highest limit of liability applicable to one auto.

If separate policies with us are in effect for **you** or any person in **your** household, they may not be combined to increase the limit of our liability for a loss.

The amount payable under this Coverage will be reduced by all amounts:

- (a) Paid by or for all persons or organizations liable for the **property damage** to the **insured auto**;
- (b) Paid or payable under any property insurance policy.

OTHER INSURANCE

This insurance shall be excess over other valid and collectible insurance, except that it shall be primary to any insurance or self-insurance maintained by a duly licensed automobile dealer or rental company.

TRUST AGREEMENT

When we make a payment under this coverage:

1. We will be entitled to repayment of that amount out of any settlement or judgment any **insured** recovers from any person or organization legally responsible for the **property damage**.

2. Any **insured** claiming benefits will hold in trust for our benefit all rights of recovery which he may have against any person or organization responsible for his damages. He will do whatever is necessary to secure all rights of recovery and will do nothing after the loss to prejudice these rights.
3. At our written request, any **insured** claiming benefits, in his own name, will take through a designated representative appropriate action necessary to recover payment for damages from the legally responsible person or organization. That **insured** will pay us out of the recovery for our expenses, costs and attorney's fees.
4. Any **insured** claiming benefits will execute and furnish us with any needed documents to secure his and our rights and obligations.

CONDITIONS

1. NOTICE

As soon as possible after an accident, notice must be given us or our authorized agent stating:

- (a) The identity of the **insured**;
- (b) The time, place and details of the accident, and
- (c) The names and addresses of any witnesses.

If any **insured** or his legal representative files suit before we make a settlement under this coverage, he must immediately provide us with a copy of the pleadings.

2. ASSISTANCE AND COOPERATION OF THE INSURED

After we receive notice of a claim, we may require any **insured** to take any action necessary to preserve his recovery rights against any allegedly legally responsible person or organization. We may require that **insured** to make that person or organization a defendant in any action against us.

3. ACTION AGAINST US

Suit will not lie against us unless any **insured** claiming benefits or his legal representative have fully complied with all the policy terms.

4. PROOF OF CLAIM

The **insured** or other person making a property damage claim shall file a proof of loss with us as soon as practicable. The proof of loss shall be a sworn statement as to the interest of the **insured** and anyone else in the property, any encumbrances upon the property, actual cash value at the time of the loss, and description and amount of all other insurance covering this property. Upon our request, the **insured** will show us the damaged property.

In the event of a property damage loss, the **insured** shall protect the auto from further loss. Further loss due to failure to protect will not be covered. We will pay for reasonable expenses incurred for the protection of the auto.

5. PAYMENT OF LOSS

Any amount is payable;

- a) To the **insured** or his authorized representative;
- b) If the **insured** is a minor to his parent or guardian; or
- c) If the **insured** is deceased, to his surviving spouse; otherwise
- d) A person authorized by law to receive the payment; or to a person legally entitled to recover payment for the damages.

We may, at our option, pay an amount due in accordance with (d) above.

We affirm this amendment.



W. C. E. Robinson
Secretary



O. M. Nicely
President

**Automobile Policy Amendment
UNINSURED MOTORIST-
PROPERTY DAMAGE COVERAGE
ARKANSAS**

Your policy provisions are amended as follows:

DEFINITIONS

1. **Farm auto** means a truck type vehicle with a gross vehicle weight of 15,000 pounds or less, not used for commercial purposes other than farming.
2. **Hit-and-Run Auto** is a motor vehicle causing **property damage** to an **insured auto** through physical contact with that vehicle and whose operator or owner cannot be identified, provided the **insured** or someone on his behalf:
 - (a) Reports the accident within 24 hours to a police, peace or judicial officer or to the Commissioner of Motor Vehicles;
 - (b) Files with us within 30 days a statement setting forth the facts of the accident and claiming that he has a cause of action for damages against an unidentified person; and
 - (c) Makes available for inspection, at our request, the **insured auto**.
3. **Insured** means:
 - (a) The individual named in the declarations and his or her spouse if a resident of the same household;
 - (b) Any person who is entitled to recover damages because of **property damage** sustained by an **insured** under a) above;
 - (c) Any other person, not excluded from coverage under the policy, using the **insured auto** with the owner's permission. The actual use must be within the scope of the permission given by the owner.If there is more than one **insured**, our limits of liability will not be increased.
4. **Insured auto** is an auto:
 - (a) Described in the declaration and covered by the liability coverages of this policy;
 - (b) Temporarily substituted for an **insured auto** when withdrawn from normal use because of its breakdown, repair, servicing, loss or destruction;
 - (c) A **private passenger, farm, or utility auto**, ownership of which **you** acquire during the policy period, if
 - (i) It replaces a vehicle described in this policy for which a premium is shown for these coverages or a **trailer** owned by **you**;
 - (ii) We insure all **private passenger, farm, and utility autos** owned by **you** on the date of the acquisition, and **you** ask us to add it to the policy no more than 30 days later.
 - (d) A non-owned auto used by the individual named in the declarations or his or her if a resident of the same household.But the term **insured auto** does not include:
 - (i) An auto used to carry passengers or goods for hire except in a car pool;
 - (ii) An auto being used without the owner's permission; or
 - (iii) Under subparagraphs b) and c) above, an auto owned by or furnished for the regular use of an **insured**.
5. **Private Passenger auto** means a four wheel private passenger, station wagon or jeep-type auto.
6. **Property damage** means damage to or destruction of an auto owned by **you** and covered by the liability coverages of this policy. Property damage includes a reasonable amount for the loss of use of the auto.
7. **Punitive or Exemplary Damage** means damage that is imposed to punish the wrongdoer and to deter others from similar conduct.
8. **Trailer** means a trailer designed to be towed by a **private passenger auto**, if not being used for business or commercial purposes with a vehicle other than a **private passenger, farm or utility auto**.
9. **Uninsured auto** is a motor vehicle which:
 - a) Has no property damage liability bond, policy of insurance or cash or securities on file to cover **property damage** at the time of the accident, or;
 - b) Has property damage liability insurance in effect at the time of the accident but the insurer of the vehicle becomes insolvent or denies coverage.

The term **uninsured auto** does not include:

- (a) An **insured auto**;
- (b) A motor vehicle owned or operated by a self insurer within the meaning of any motor vehicle financial responsibility law, motor carrier law or any similar law;

- (c) A motor vehicle owned by the United States of America, any other national government, a **state**, or a political sub-division of any such government or its agencies;
- (d) A land motor vehicle or **trailer** operated on rails or crawler-treads or located for use as a residence or premises;
- (e) A farm-type tractor or equipment designed for use principally off public roads, except while used upon public roads.

10. **Utility auto** means a vehicle, other than a **farm auto** with a gross vehicle weight of 15,000 pounds or less of the pick up body, van or panel truck type not used for commercial purposes.

11. **You** or **your** means: the policyholder named in the declarations and his or her spouse if a resident of the same household.

LOSSES WE PAY

Under this Coverage we will pay for damages to property caused by accident involving physical contact with an **insured auto** for which the **insured** is legally entitled to recover from the owner or operator of an **uninsured auto** or **hit and run auto** arising out of the ownership, maintenance or use of that auto.

EXCLUSIONS

When this Coverage Does Not Apply

- 1. This coverage does not apply if the insured or his legal representative has made a settlement or has been awarded a judgment on his claim without our prior written consent or if we are not a party to litigation involving the **insured** and the uninsured motorist.
- 2. This coverage shall not apply to the benefit of any property insurer.
- 3. This coverage does not apply to the first two hundred dollars of the total amount of all **property damage** as the result of any one accident. The deductible does not apply if:
 - (a) Collision Coverage is also provided on the **insured auto**, and
 - (b) The operator of the other vehicle has been positively identified and is solely at fault.
- 4. This coverage does not apply to loss or damage to personal property located in the **insured auto**.
- 5. We do not cover the United States of America or any of its agencies as an **insured**, a third party beneficiary or otherwise.
- 6. This coverage does not apply to **property damage** to the **insured auto** if the collision does not involve actual direct physical contact between the **insured** and the **uninsured auto** or **hit-and-run auto**.
- 7. Regardless of any other provisions of this policy, there is no coverage for **punitive or exemplary damages**.
- 8. This coverage does not apply to **property damage** to the **insured auto** that results from nuclear exposure or explosion including resulting fire, radiation or contamination.
- 9. We do not cover **property damage** caused by an auto driven in or preparing for any racing, speed or demolition contest or stunting activity of any nature, whether or not prearranged or organized.
- 10. We do not cover any liability assumed under any contract or agreement.

LIMIT OF LIABILITY

Regardless of the number of autos or **trailers** to which this policy applies:

- 1. The limit of property damage liability stated in the declarations as applicable to "each accident" is our total limit of liability for all damages to the property of one or more **insureds** as the result of any one accident.
- 2. When coverage is afforded by two or more autos, the limits of liability shall apply separately to each auto as stated in the declarations but shall not exceed the highest limit of liability applicable to one auto.

If separate policies with us are in effect for **you** or any person in **your** household, they may not be combined to increase the limit of our liability for a loss.

The amount payable under this Coverage will be reduced by all amounts:

- (a) Paid by or for all persons or organizations liable for the **property damage** to the **insured auto**;
- (b) Paid or payable under any property insurance policy.

OTHER INSURANCE

This insurance shall be excess over other valid and collectible insurance, except that it shall be primary to any insurance or self-insurance maintained by a duly licensed automobile dealer or rental company.

TRUST AGREEMENT

When we make a payment under this coverage:

- 1. We will be entitled to repayment of that amount out of any settlement or judgment any **insured** recovers from any person or organization legally responsible for the **property damage**.

2. Any **insured** claiming benefits will hold in trust for our benefit all rights of recovery which he may have against any person or organization responsible for his damages. He will do whatever is necessary to secure all rights of recovery and will do nothing after the loss to prejudice these rights.
3. At our written request, any **insured** claiming benefits, in his own name, will take through a designated representative appropriate action necessary to recover payment for damages from the legally responsible person or organization. That **insured** will pay us out of the recovery for our expenses, costs and attorney's fees.
4. Any **insured** claiming benefits will execute and furnish us with any needed documents to secure his and our rights and obligations.

CONDITIONS

1. NOTICE

As soon as possible after an accident, notice must be given us or our authorized agent stating:

- (a) The identity of the **insured**;
- (b) The time, place and details of the accident, and
- (c) The names and addresses of any witnesses.

If any **insured** or his legal representative files suit before we make a settlement under this coverage, he must immediately provide us with a copy of the pleadings.

2. ASSISTANCE AND COOPERATION OF THE INSURED

After we receive notice of a claim, we may require any **insured** to take any action necessary to preserve his recovery rights against any allegedly legally responsible person or organization. We may require that **insured** to make that person or organization a defendant in any action against us.

3. ACTION AGAINST US

Suit will not lie against us unless any **insured** claiming benefits or his legal representative have fully complied with all the policy terms.

4. PROOF OF CLAIM

The **insured** or other person making a property damage claim shall file a proof of loss with us as soon as practicable. The proof of loss shall be a sworn statement as to the interest of the **insured** and anyone else in the property, any encumbrances upon the property, actual cash value at the time of the loss, and description and amount of all other insurance covering this property. Upon our request, the **insured** will show us the damaged property.

In the event of a property damage loss, the **insured** shall protect the auto from further loss. Further loss due to failure to protect will not be covered. We will pay for reasonable expenses incurred for the protection of the auto.

5. PAYMENT OF LOSS

Any amount is payable;

- a) To the **insured** or his authorized representative;
- b) If the **insured** is a minor to his parent or guardian; or
- c) If the **insured** is deceased, to his surviving spouse; otherwise
- d) A person authorized by law to receive the payment; or to a person legally entitled to recover payment for the damages.

We may, at our option, pay an amount due in accordance with (d) above.

We affirm this amendment.



W. C. E. Robinson
Secretary



O. M. Nicely
President

<i>SERFF Tracking Number:</i>	<i>GECC-125844186</i>	<i>State:</i>	<i>Arkansas</i>
<i>First Filing Company:</i>	<i>GEICO Indemnity Company, ...</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>2008-405</i>		
<i>TOI:</i>	<i>19.0 Personal Auto</i>	<i>Sub-TOI:</i>	<i>19.0001 Private Passenger Auto (PPA)</i>
<i>Product Name:</i>	<i>405-Auto-Form</i>		
<i>Project Name/Number:</i>	<i>405-Auto-Form/2008-405</i>		

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: GECC-125844186

State: Arkansas

First Filing Company: GEICO Indemnity Company, ...

State Tracking Number: EFT \$50

Company Tracking Number: 2008-405

TOI: 19.0 Personal Auto

Sub-TOI: 19.0001 Private Passenger Auto (PPA)

Product Name: 405-Auto-Form

Project Name/Number: 405-Auto-Form/2008-405

Supporting Document Schedules

Satisfied -Name:	Uniform Transmittal Document-Property & Casualty	Review Status:	Approved	11/17/2008
-------------------------	--------------------------------------------------	-----------------------	----------	------------

Comments:

Attachment:

AR Transmittal 2008-405.pdf

Satisfied -Name:	Cover Letter	Review Status:	Approved	11/17/2008
-------------------------	--------------	-----------------------	----------	------------

Comments:

Attachment:

AR Cover Letter 2008-405.pdf

Satisfied -Name:	Filing Memorandum	Review Status:	Approved	11/17/2008
-------------------------	-------------------	-----------------------	----------	------------

Comments:

Attachment:

AR Filing Memo 2008-405.pdf

Satisfied -Name:	Change Sheet	Review Status:	Approved	11/17/2008
-------------------------	--------------	-----------------------	----------	------------

Comments:

Attachment:

AR Change Sheet 2008-405.pdf

Satisfied -Name:	Side-by-Side Comparison	Review Status:	Approved	11/17/2008
-------------------------	-------------------------	-----------------------	----------	------------

Comments:

Attachment:

AR UMPD AMENDMENTS 08-08 VS 12-02.pdf

Review Status:

SERFF Tracking Number: *GECC-125844186*

State: *Arkansas*

First Filing Company: *GEICO Indemnity Company, ...*

State Tracking Number: *EFT \$50*

Company Tracking Number: *2008-405*

TOI: *19.0 Personal Auto*

Sub-TOI: *19.0001 Private Passenger Auto (PPA)*

Product Name: *405-Auto-Form*

Project Name/Number: *405-Auto-Form/2008-405*

Satisfied -Name: Response Letter

Approved

11/17/2008

Comments:

Attachment:

AR Response Letter 2008-405.pdf

<i>SERFF Tracking Number:</i>	<i>GECC-125844186</i>	<i>State:</i>	<i>Arkansas</i>
<i>First Filing Company:</i>	<i>GEICO Indemnity Company, ...</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>2008-405</i>		
<i>TOI:</i>	<i>19.0 Personal Auto</i>	<i>Sub-TOI:</i>	<i>19.0001 Private Passenger Auto (PPA)</i>
<i>Product Name:</i>	<i>405-Auto-Form</i>		
<i>Project Name/Number:</i>	<i>405-Auto-Form/2008-405</i>		

Satisfied -Name:	Marked-Up Form	Review Status:	
		Approved	11/17/2008

Comments:

Attachment:

AR UMPD AMENDMENTS 8-08 VS 12-02 after 1st inquiry.pdf

Property & Casualty Transmittal Document

1. Reserved for Insurance Dept. Use Only	2. Insurance Department Use only	
	a. Date the filing is received:	
	b. Analyst:	
	c. Disposition:	
	d. Date of disposition of the filing:	
	e. Effective date of filing:	
	New Business	
	Renewal Business	
	f. State Filing #:	
	g. SERFF Filing #:	
h. Subject Codes		

3. Group Name	Government Employees Insurance Company				Group NAIC #	031
4. Company Name(s)	Domicile	NAIC #	FEIN #	State #		
Government Employees Insurance Company	MD	22063	53-0075853			
GEICO General Insurance Company	MD	35882	75-1588101			
GEICO Indemnity Company	MD	22055	52-0794134			
GEICO Casualty Company	MD	41491	52-1264413			

5. Company Tracking Number	2008-405
-----------------------------------	----------

Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6. Name and address	Title	Telephone #s	FAX #	e-mail
Trevor Arbes 4608 Willard Avenue Chevy Chase, MD 20815	Analyst, State Filings	800-824-5404, x7428	301-986-3922	TArbes@geico.com
7. Signature of authorized filer				
8. Please print name of authorized filer		Trevor Arbes		

Filing information (see General Instructions for descriptions of these fields)

9. Type of Insurance (TOI)	19.0 Personal Auto
10. Sub-Type of Insurance (Sub-TOI)	19.0001 Private Passenger Auto
11. State Specific Product code(s)(if applicable)[See State Specific Requirements]	N/A
12. Company Program Title (Marketing title)	Automobile Casualty Forms Manual
13. Filing Type	[] Rate/Loss Cost [] Rules [] Rates/Rules [X] Forms [] Combination Rates/Rules/Forms [] Withdrawal [] Other (give description)
14. Effective Date(s) Requested	New: Upon approval Renewal: Upon approval
15. Reference Filing?	[] Yes [X] No
16. Reference Organization (if applicable)	N/A
17. Reference Organization # & Title	N/A
18. Company's Date of Filing	October 6, 2008
19. Status of filing in domicile	[X] Not Filed [] Pending [] Authorized [] Disapproved

Property & Casualty Transmittal Document—

20.	This filing transmittal is part of Company Tracking #	2008-405
------------	--------------------------------------------------------------	----------

21.	Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
------------	------------------------------------------------------------------------------------------------------------------------

Specifically, we propose to place on file the following revised forms:

Government Employees Insurance and GEICO General Insurance Companies:

A-449 (08-08) – Automobile Policy Amendment – Uninsured Motorist – Property Damage Coverage

GEICO Indemnity Company:

CRA-21 (08-08) – Automobile Policy Amendment – Uninsured Motorist – Property Damage Coverage

GEICO Casualty Company:

CC-1217 (08-08) – Automobile Policy Amendment – Uninsured Motorist – Property Damage Coverage

Additionally, we are withdrawing forms: A-449 (12-02), CRA-21 (12-02), and CC-1217 (12-02).

Copies of the revised forms are enclosed for your review. Please note these forms contain identical information.

22.	Filing Fees (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]
<p>Check #: N/A – SERFF EFT Amount: \$50</p> <p>Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.</p>	

*****Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)**

FORM FILING SCHEDULE(This form must be provided **ONLY** when making a filing that includes forms)(Do **not** refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #	2008-405
-----------	--------------------------------------------------------------	----------

2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)	
-----------	---------------------------------------------------------------------------------------------------------------------------	--

3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	Automobile Policy Amendment – Uninsured Motorist – Property Damage Coverage	A-449 (08-08)	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	A-449 (12-02)	
02	Automobile Policy Amendment – Uninsured Motorist – Property Damage Coverage	CRA-21 (08-08)	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	CRA-21 (12-02)	
03	Automobile Policy Amendment – Uninsured Motorist – Property Damage Coverage	CC-1217 (08-08)	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	CC-1217 (12-02)	
04			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

PC FFS-1



- Government Employees Insurance Company
- GEICO General Insurance Company
- GEICO Indemnity Company
- GEICO Casualty Company

ONE GEICO PLAZA ■ Washington, D.C. 20076-0001 ■

October 6, 2008

Honorable Julie Benafield Bowman
Commissioner of Insurance
Arkansas Insurance Department
1200 West Third Street
Little Rock, Arkansas 72201-1904

Re: Government Employees Insurance Company (GEICO) NAIC# 031-22063
GEICO General Insurance Company NAIC# 031-35882
GEICO Indemnity Company NAIC# 031-22055
GEICO Casualty Company NAIC# 031-41491
Automobile Casualty Forms Manuals
File Number: **2008-405**

Dear Commissioner Bowman:

For your review and approval, the above referenced companies herewith submit a revision to our Automobile Casualty Forms Manuals currently on file with your department.

Specifically, we propose to place on file the following revised forms:

Government Employees Insurance and GEICO General Insurance Companies:

A-449 (08-08) – Automobile Policy Amendment – Uninsured Motorist – Property Damage Coverage

GEICO Indemnity Company:

CRA-21 (08-08) – Automobile Policy Amendment – Uninsured Motorist – Property Damage Coverage

GEICO Casualty Company:

CC-1217 (08-08) – Automobile Policy Amendment – Uninsured Motorist – Property Damage Coverage

Additionally, we are withdrawing forms: A-449 (12-02), CRA-21 (12-02), and CC-1217 (12-02).

Copies of the revised forms are enclosed for your review. Please note these forms contain identical information.

Once you have had the opportunity to review the enclosed, please provide us with your stamped approval for our records.

Very truly yours,

Trevor Arbes
Analyst, State Filings
800-824-5404 Ext. 7428
Fax: (301)-986-3922
Email: TArbes@geico.com

Enclosures

GOVERNMENT EMPLOYEES INSURANCE COMPANY

GEICO GENERAL INSURANCE COMPANY

GEICO INDEMNITY COMPANY

GEICO CASUALTY COMPANY

EXPLANATORY MEMORANDUM

ARKANSAS

The following revisions apply to forms A-449 (08-08), CRA-21 (08-08), and CC-1217 (08-08):

DEFINITIONS

- Farm auto revised to increase 2k load capacity to 15k gross vehicle weight
- Hit-and-run auto revised to delete reference to bodily injury and replace with property damage and revised to indicate the hit-and-run auto causes damage to an insured auto through physical contact with that vehicle and whose operator or owner cannot be identified. Item (c) was revised to add definition of insured auto and delete "auto occupied by the insured at the time of the accident."
- Insured revised to delete (b) and (c).
- Insured auto (c) revised to include a **private passenger, farm** or **utility auto**, ownership of which **you** acquire during the policy period, if (i) it replaces a vehicle described in this policy for which a premium is shown for these coverages or a **trailer** owned by **you**; (ii) we insure all **private passenger, farm**, and **utility autos** owned by **you** on the date of the acquisition, and you ask us to add it to the policy no more than 30 days later.
- Occupying, Relative, and State are deleted.
- Utility auto revised from 2k load capacity to 15k gross vehicle weight.

LOSSES WE PAY

- Deleted (a) and (b)

EXCLUSIONS

- Exclusion 1 is revised to indicate coverage does not apply if the insured or his legal representative has made a settlement or has been awarded a judgment on his claim without our prior written consent or if we are not a party to litigation involving the insured and the uninsured motorist.
- Exclusion 5 is deleted.
- Exclusion 7 and 8 is revised to indicate the property damage is to the insured auto
- Added exclusion 9-10

LIMIT OF LIABILITY

- Revised (a) to indicate property damage is to the insured auto.

CONDITIONS

- Revised title of Item 4 to Proof Of Claim

GOVERNMENT EMPLOYEES INSURANCE COMPANY
GEICO GENERAL INSURANCE COMPANY

AUTOMOBILE

ARKANSAS - CHANGE SHEET

POLICY SECTION

The following revised form is to be placed on file:

Revised Form:

A-449 (08-08) – Automobile Policy Amendment –
Uninsured Motorist – Property Damage Coverage

Withdrawn Form:

A-449 (12-02)

GEICO INDEMNITY COMPANY

AUTOMOBILE

ARKANSAS - CHANGE SHEET

POLICY SECTION

The following revised form is to be placed on file:

Revised Form:

CRA-21 (08-08) – Automobile Policy Amendment –
Uninsured Motorist – Property Damage Coverage

Withdrawn Form:

CRA-21 (12-02)

GEICO CASUALTY COMPANY

AUTOMOBILE

ARKANSAS - CHANGE SHEET

POLICY SECTION

The following revised form is to be placed on file:

Revised Form:

CC-1217 (08-08) – Automobile Policy Amendment –
Uninsured Motorist – Property Damage Coverage

Withdrawn Form:

CC-1217 (08-08)

POLICY AMENDMENT

UNINSURED MOTORIST-- PROPERTY DAMAGE COVERAGE

ARKANSAS

Your policy provisions are amended as follows:

DEFINITIONS

1. **"Farm auto"** means a truck type vehicle with a ~~load capacity of two thousand pounds~~ gross vehicle weight of 15,000 pounds or less, not used for commercial purposes other than farming.
2. **"Hit-and-Run Auto"** is a motor vehicle causing property damage ~~bodily injury~~ to an **insured auto** through physical contact with that vehicle ~~him or with an auto he is occupying at the time of the accident~~ and whose operator or owner cannot be identified, provided the **insured** or someone on his behalf:
 - a) reports the accident within 24 hours to a police, peace or judicial officer or to the Commissioner of Motor Vehicles;
 - b) files with us within 30 days a statement setting forth the facts of the accident and claiming that he has a cause of action for damages against an unidentified person; and
 - c) makes available for inspection, at our request, the insured auto ~~auto occupied by the insured at the time of the accident.~~
3. **"Insured"** means:
 - a) the individual named in the declarations and his or her spouse if a resident of the same household;
 - ~~b) relatives of (a) above if residents of his household;~~
 - ~~c) any other person while occupying an insured auto;~~
 - ~~d) any person who is entitled to recover damages because of property damage sustained by an insured under (a), b), and c) above.~~

If there is more than one **insured**, our limits of liability will not be increased.

4. **"Insured auto"** is an auto:
 - a) described in the declaration and covered by the liability coverages of this policy;
 - b) temporarily substituted for an **insured auto** when withdrawn from normal use because of its breakdown, repair, servicing, loss of destruction;
 - c) a private passenger, farm or utility auto, ownership of which you acquire during the policy period, if
 - (i) it replaces a vehicle described in this policy for which a premium is shown for these coverages or a **trailer** owned by **you**;
 - (ii) we insure all **private passenger, farm, and utility autos** owned by **you** on the date of the acquisition, and **you** ask us to add it to the policy no more than 30 days later.~~operated by you or your spouse if a resident of the same household.~~

But the term **"insured auto"** does not include:

- (i) an auto used to carry passengers or goods for hire except in a car pool;
- (ii) an auto being used without the owner's permission; or
- (iii) under subparagraphs b) and c) above, an auto owned by or furnished for the regular use of an **insured**.

~~5. "Occupying" means in, on, getting into or getting out of.~~

~~6.~~ **"Private Passenger auto"** means a four wheel private passenger, station wagon or jeep-type auto.

~~7.~~ **"Property damage"** means damage to or destruction of an auto owned by **you** and covered by the liability coverages of this policy.

- | ~~87.~~ **"Punitive or Exemplary Damage"** means damage that is imposed to punish the wrongdoer and to deter others from similar conduct.
- | ~~9.~~ **"Relative"** means a person related to ~~you~~ who resides in ~~your~~ household.
- | ~~10.~~ **"State"** includes the District of Columbia, the territories and possessions of the United States, and the Provinces of Canada.
- | ~~811.~~ **"Trailer"** means a trailer designed to be towed by a *private passenger auto*, if not being used for business or commercial purposes with a vehicle other than a *private passenger, farm* or *utility auto*.
- | ~~129.~~ **"Uninsured auto"** is a motor vehicle which:
 - a) has no property damage liability bond, policy of insurance or cash or securities on file to cover *property damage* at the time of the accident, or;
 - b) has property damage liability insurance in effect at the time of the accident but the insurer of the vehicle becomes insolvent or denies coverage.

The term "*uninsured auto*" does not include:

 - a) an *insured auto*;
 - b) a motor vehicle owned or operated by a self insurer within the meaning of any motor vehicle financial responsibility law, motor carrier law or any similar law;
 - c) a motor vehicle owned by the United States of America, any other national government, a *state*, or a political sub-division of any such government or its agencies;
 - d) a land motor vehicle or *trailer* operated on rails or crawler-treads or located for use as a residence or premises;
 - e) a farm-type tractor or equipment designed for use principally off public roads, except while used upon public roads.
- | ~~103.~~ **"Utility auto"** means a vehicle, other than a *farm auto* with a ~~load capacity of gross vehicle weight of two thousand~~ 15,000 pounds or less of the pick up body, van or panel truck type not used for commercial purposes.
- | ~~114.~~ **"You" or "your"** means: the policyholder named in the declarations ~~and or~~ his or her spouse if a resident of the same household.

LOSSES WE PAY

Under this Coverage we will pay for damages to property caused by accident involving physical contact with an *insured auto* for which the *insured* is legally entitled to recover from the owner or operator of an *uninsured auto* or *hit and run auto* arising out of the ownership, maintenance or use of that auto. ~~provided:~~

- ~~a) the owner or operator of the *uninsured auto* is identified; or~~
- ~~b) the *uninsured auto* is identified by license number.~~

EXCLUSIONS

When this Coverage Does Not Apply

- 1. This coverage does not apply ~~to property damage~~ if the insured or his legal representative has made a settlement or has been awarded a judgment on his claim without our prior written consent or if we are not a party to litigation involving the *insured* and the *uninsured motorist*.
- 2. This coverage shall not apply to the benefit of any property insurer.
- 3. This coverage does not apply to the first two hundred dollars of the total amount of all *property damage* as the result of any one accident. The deductible does not apply if:
 - a) Collision Coverage is also provided on the insured auto, and

b) the operator of the other vehicle has been positively identified and is solely at fault.

4. This coverage does not apply to loss or damage to personal property located in the **insured auto**.

~~5. This coverage will not apply if the owner or operator of the at fault **uninsured auto** cannot be identified.~~

~~6.~~ We do not cover the United States of America or any of its agencies as an **insured**, a third party beneficiary or otherwise.

~~7.~~ This coverage does not apply to **property damage to the insured auto** if the collision does not involve actual direct physical contact between the **insured** and the **uninsured auto** ~~or hit-and-run auto~~.

~~8.~~ Regardless of any other provisions of this policy, there is no coverage for **punitive or exemplary damages**.

~~9.~~ This coverage does not apply to **property damage to the insured auto** that results from nuclear exposure or explosion including resulting fire, radiation or contamination.

9. We do not cover **property damage** caused by an auto driven in or preparing for any racing, speed or demolition contest or stunting activity of any nature, whether or not prearranged or organized.

10. We do not cover any liability assumed under any contract or agreement.

LIMIT OF LIABILITY

Regardless of the number of autos or **trailers** to which this policy applies:

1. The limit of property damage liability stated in the declarations as applicable to "each accident" is our total limit of liability for all damages to the property of one or more **insureds** as the result of any one accident.
2. When coverage is afforded by two or more autos, the limits of liability shall apply separately to each auto as stated in the declarations but shall not exceed the highest limit of liability applicable to one auto.

If separate policies with us are in effect for **you** or any person in **your** household, they may not be combined to increase the limit of our liability for a loss.

The amount payable under this Coverage will be reduced by all amounts:

- a) paid by or for all persons or organizations liable for the **property damage** ~~to the insured auto~~;
- b) paid or payable under any property insurance policy.

OTHER INSURANCE

This insurance shall be excess over other valid and collectible insurance.

TRUST AGREEMENT

When we make a payment under this coverage:

1. We will be entitled to repayment of that amount out of any settlement or judgment any **insured** recovers from any person or organization legally responsible for the **property damage**.
2. Any **insured** claiming benefits will hold in trust for our benefit all rights of recovery which he may have against any person or organization responsible for his damages. He will do whatever is necessary to secure all rights of recovery and will do nothing after the loss to prejudice these rights.
3. At our written request, any **insured** claiming benefits, in his own name, will take through a designated representative appropriate action necessary to recover payment for damages from the legally responsible person or organization. That **insured** will pay us out of the recovery for our expenses, costs and attorney's fees.
4. Any **insured** claiming benefits will execute and furnish us with any needed documents to secure his and our rights and obligations.

CONDITIONS

1. NOTICE

As soon as possible after an accident, notice must be given us or our authorized agent stating:

- a) the identity of the **insured**;
- b) the time, place and details of the accident, and
- c) the names and addresses of any witnesses.

If any **insured** or his legal representative files suit before we make a settlement under this coverage, he must immediately provide us with a copy of the pleadings.

2. ASSISTANCE AND COOPERATION OF THE INSURED

After we receive notice of a claim, we may require any **insured** to take any action necessary to preserve his recovery rights against any allegedly legally responsible person or organization. We may require that **insured** to make that person or organization a defendant in any action against us.

3. ACTION AGAINST US

Suit will not lie against us unless any **insured** claiming benefits or his legal representative have fully complied with all the policy terms.

4. PROOF OF CLAIM ~~MEDICAL REPORTS.~~

The **insured** or other person making a property damage claim shall file a proof of loss with us as soon as practicable. The proof of loss shall be a sworn statement as to the interest of the **insured** and anyone else in the property, any encumbrances upon the property, actual cash value at the time of the loss, and description and amount of all other insurance covering this property. Upon our request, the **insured** will show us the damaged property.

In the event of a property damage loss, the **insured** shall protect the auto from further loss. Further loss due to failure to protect will not be covered. We will pay for reasonable expenses incurred for the protection of the auto.

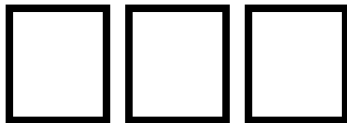
5. PAYMENT OF LOSS

Any amount is payable;

- a) to the **insured** or his authorized representative;
- b) if the **insured** is a minor to his parent or guardian; or
- c) if the **insured** is deceased, to his surviving spouse; otherwise
- d) a person authorized by law to receive the payment; or to a person legally entitled to recover payment for the damages.

We may, at our option, pay an amount due in accordance with (d) above.

THE COMPANY affirms this amendment.



W.C.E. Robinson J. C. Stewart
Secretary

~~GOVERNMENT EMPLOYEES INSURANCE COMPANY~~
~~GEICO GENERAL INSURANCE COMPANY~~

O. M. Nicely
President



- Government Employees Insurance Company
- GEICO General Insurance Company
- GEICO Indemnity Company
- GEICO Casualty Company

ONE GEICO PLAZA ■ Washington, D.C. 20076-0001 ■

November 12, 2008

Honorable Julie Benafield Bowman
Commissioner of Insurance
Arkansas Insurance Department
1200 West Third Street
Little Rock, Arkansas 72201-1904

Attn: Alexa Grissom

Re: Government Employees Insurance Company (GEICO) NAIC# 031-22063
GEICO General Insurance Company NAIC# 031-35882
GEICO Indemnity Company NAIC# 031-22055
GEICO Casualty Company NAIC# 031-41491
Automobile Casualty Forms Manuals
File Number: **2008-405**
SERFF Tracking#: GECC-125844186

Dear Ms. Grissom:

In response to your objection letter dated October 9, 2008, the above-referenced companies herewith submit a response. We have included your inquiry for ease in reference.

This will acknowledge receipt of the captioned filing. The submitted forms must comply with Act 373 of 2007. Additionally, the definition of property damage must include a reasonable amount for loss of use per Act 1697 of 2005.

Please note we have revised the amendments per your request to comply with Act 373 of 2007. Additionally, we have revised the definition of property damage to include a reasonable amount for loss of use per Act 1697 of 2005. Please see the attached revised forms for your review.

Based on this additional information we would appreciate your further consideration of our request. Upon completion of your review, please forward your stamped approval for our records.

Sincerely,

Trevor Arbes
Analyst, State Filings
800-824-5404 Ext. 7428
Fax: (301)-986-3922
Email: TArbes@geico.com

Enclosures

POLICY AMENDMENT

UNINSURED MOTORIST-- PROPERTY DAMAGE COVERAGE

ARKANSAS

Your policy provisions are amended as follows:

DEFINITIONS

1. **"Farm auto"** means a truck type vehicle with a ~~load capacity of two thousand pounds~~ gross vehicle weight of 15,000 pounds or less, not used for commercial purposes other than farming.
2. **"Hit-and-Run Auto"** is a motor vehicle causing property damage ~~bodily injury~~ to an **insured auto** through physical contact with that vehicle ~~him or with an auto he is occupying at the time of the accident~~ and whose operator or owner cannot be identified, provided the **insured** or someone on his behalf:
 - (a) reports the accident within 24 hours to a police, peace or judicial officer or to the Commissioner of Motor Vehicles;
 - (b) files with us within 30 days a statement setting forth the facts of the accident and claiming that he has a cause of action for damages against an unidentified person; and
 - (c) makes available for inspection, at our request, the insured auto ~~auto occupied by the insured at the time of the accident.~~
3. **"Insured"** means:
 - (a) the individual named in the declarations and his or her spouse if a resident of the same household;
 - ~~b) relatives of (a) above if residents of his household;~~
 - ~~c) any other person while occupying an insured auto;~~
 - ~~d) any person who is entitled to recover damages because of property damage sustained by an insured under (a), b), and c) above.~~
 - (c) any other person, not excluded from coverage under the policy, using the insured auto with the owner's permission. The actual use must be within the scope of the permission granted by the owner.

If there is more than one **insured**, our limits of liability will not be increased.

4. **"Insured auto"** is an auto:
 - (a) described in the declaration and covered by the liability coverages of this policy;
 - (b) temporarily substituted for an **insured auto** when withdrawn from normal use because of its breakdown, repair, servicing, loss of destruction;
 - (c) a private passenger, farm or utility auto, ownership of which you acquire during the policy period, if
 - (i) it replaces a vehicle described in this policy for which a premium is shown for these coverages or a **trailer** owned by **you**;
 - (ii) we insure all **private passenger, farm, and utility autos** owned by **you** on the date of the acquisition, and **you** ask us to add it to the policy no more than 30 days later.~~operated by you or your spouse if a resident of the same household.~~
 - (d) a non-owned auto used by the individual named in the declarations and his or her spouse if a resident of the same household.

But the term **"insured auto"** does not include:

- (i) an auto used to carry passengers or goods for hire except in a car pool;
- (ii) an auto being used without the owner's permission; or
- (iii) under subparagraphs b) and c) above, an auto owned by or furnished for the regular use of an **insured**.

- ~~5. "Occupying" means in, on, getting into or getting out of.~~

- | 65. **"Private Passenger auto"** means a four wheel private passenger, station wagon or jeep-type auto.
- | 76. **"Property damage"** means damage to or destruction of an auto owned by **you** and covered by the liability coverages of this policy. Property damage includes a reasonable amount for the loss of use of the auto.
- | 87. **"Punitive or Exemplary Damage"** means damage that is imposed to punish the wrongdoer and to deter others from similar conduct.
- | 9. ~~**"Relative"** means a person related to **you** who resides in **your** household.~~
- | 10. ~~**"State"** includes the District of Columbia, the territories and possessions of the United States, and the Provinces of Canada.~~
- | 811. **"Trailer"** means a trailer designed to be towed by a **private passenger auto**, if not being used for business or commercial purposes with a vehicle other than a **private passenger, farm** or **utility auto**.
- | 129. **"Uninsured auto"** is a motor vehicle which:
 - a) has no property damage liability bond, policy of insurance or cash or securities on file to cover **property damage** at the time of the accident, or;
 - b) has property damage liability insurance in effect at the time of the accident but the insurer of the vehicle becomes insolvent or denies coverage.

The term **"uninsured auto"** does not include:

 - a) an **insured auto**;
 - b) a motor vehicle owned or operated by a self insurer within the meaning of any motor vehicle financial responsibility law, motor carrier law or any similar law;
 - c) a motor vehicle owned by the United States of America, any other national government, a **state**, or a political sub-division of any such government or its agencies;
 - d) a land motor vehicle or **trailer** operated on rails or crawler-treads or located for use as a residence or premises;
 - e) a farm-type tractor or equipment designed for use principally off public roads, except while used upon public roads.
- | 103. **"Utility auto"** means a vehicle, other than a **farm auto** with a ~~load capacity of~~ gross vehicle weight of two thousand 15,000 pounds or less of the pick up body, van or panel truck type not used for commercial purposes.
- | 114. **"You"** or **"your"** means: the policyholder named in the declarations ~~and~~ or his or her spouse if a resident of the same household.

LOSSES WE PAY

Under this Coverage we will pay for damages to property caused by accident involving physical contact with an **insured auto** for which the **insured** is legally entitled to recover from the owner or operator of an **uninsured auto** or **hit and run auto** arising out of the ownership, maintenance or use of that auto. ~~provided:~~

- a) ~~the owner or operator of the **uninsured auto** is identified; or~~
- b) ~~the **uninsured auto** is identified by license number.~~

EXCLUSIONS

When this Coverage Does Not Apply

- | 1. This coverage does not apply ~~to property damage~~ if the insured or his legal representative has made a settlement or has been awarded a judgment on his claim without our prior written consent or if we are not a party to litigation involving the **insured** and the **uninsured motorist**.
- 2. This coverage shall not apply to the benefit of any property insurer.

3. This coverage does not apply to the first two hundred dollars of the total amount of all **property damage** as the result of any one accident. The deductible does not apply if:
 - a) Collision Coverage is also provided on the insured auto, and
 - b) the operator of the other vehicle has been positively identified and is solely at fault.
4. This coverage does not apply to loss or damage to personal property located in the **insured auto**.
- ~~5. This coverage will not apply if the owner or operator of the at fault **uninsured auto** cannot be identified.~~
- ~~6.5~~ We do not cover the United States of America or any of its agencies as an **insured**, a third party beneficiary or otherwise.
- ~~7.6~~ This coverage does not apply to **property damage to the insured auto** if the collision does not involve actual direct physical contact between the **insured** and the **uninsured auto**, or hit-and-run auto.
- ~~8.7~~ Regardless of any other provisions of this policy, there is no coverage for **punitive or exemplary damages**.
- ~~9.8~~ This coverage does not apply to **property damage to the insured auto** that results from nuclear exposure or explosion including resulting fire, radiation or contamination.
9. We do not cover **property damage** caused by an auto driven in or preparing for any racing, speed or demolition contest or stunting activity of any nature, whether or not prearranged or organized.
10. We do not cover any liability assumed under any contract or agreement.

LIMIT OF LIABILITY

Regardless of the number of autos or **trailers** to which this policy applies:

1. The limit of property damage liability stated in the declarations as applicable to "each accident" is our total limit of liability for all damages to the property of one or more **insureds** as the result of any one accident.
2. When coverage is afforded by two or more autos, the limits of liability shall apply separately to each auto as stated in the declarations but shall not exceed the highest limit of liability applicable to one auto.

If separate policies with us are in effect for **you** or any person in **your** household, they may not be combined to increase the limit of our liability for a loss.

The amount payable under this Coverage will be reduced by all amounts:

- a) paid by or for all persons or organizations liable for the **property damage**; to the insured auto;
- b) paid or payable under any property insurance policy.

OTHER INSURANCE

This insurance shall be excess over other valid and collectible insurance, except that it shall be primary to any insurance or self-insurance maintained by a duly licensed automobile dealer or rental company.

TRUST AGREEMENT

When we make a payment under this coverage:

1. We will be entitled to repayment of that amount out of any settlement or judgment any **insured** recovers from any person or organization legally responsible for the **property damage**.
2. Any **insured** claiming benefits will hold in trust for our benefit all rights of recovery which he may have against any person or organization responsible for his damages. He will do whatever is necessary to secure all rights of recovery and will do nothing after the loss to prejudice these rights.

3. At our written request, any **insured** claiming benefits, in his own name, will take through a designated representative appropriate action necessary to recover payment for damages from the legally responsible person or organization. That **insured** will pay us out of the recovery for our expenses, costs and attorney's fees.
4. Any **insured** claiming benefits will execute and furnish us with any needed documents to secure his and our rights and obligations.

CONDITIONS

1. NOTICE

As soon as possible after an accident, notice must be given us or our authorized agent stating:

- a) the identity of the **insured**;
- b) the time, place and details of the accident, and
- c) the names and addresses of any witnesses.

If any **insured** or his legal representative files suit before we make a settlement under this coverage, he must immediately provide us with a copy of the pleadings.

2. ASSISTANCE AND COOPERATION OF THE INSURED

After we receive notice of a claim, we may require any **insured** to take any action necessary to preserve his recovery rights against any allegedly legally responsible person or organization. We may require that **insured** to make that person or organization a defendant in any action against us.

3. ACTION AGAINST US

Suit will not lie against us unless any **insured** claiming benefits or his legal representative have fully complied with all the policy terms.

| 4. PROOF OF CLAIM ~~MEDICAL REPORTS.~~

The **insured** or other person making a property damage claim shall file a proof of loss with us as soon as practicable. The proof of loss shall be a sworn statement as to the interest of the **insured** and anyone else in the property, any encumbrances upon the property, actual cash value at the time of the loss, and description and amount of all other insurance covering this property. Upon our request, the **insured** will show us the damaged property.

In the event of a property damage loss, the **insured** shall protect the auto from further loss. Further loss due to failure to protect will not be covered. We will pay for reasonable expenses incurred for the protection of the auto.

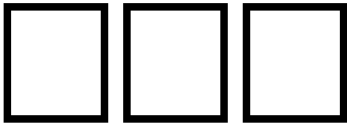
5. PAYMENT OF LOSS

Any amount is payable;

- a) to the **insured** or his authorized representative;
- b) if the **insured** is a minor to his parent or guardian; or
- c) if the **insured** is deceased, to his surviving spouse; otherwise
- d) a person authorized by law to receive the payment; or to a person legally entitled to recover payment for the damages.

We may, at our option, pay an amount due in accordance with (d) above.

THE COMPANY affirms this amendment.



W.C.E. Robinson ~~J. C. Stewart~~

Secretary

~~GOVERNMENT EMPLOYEES INSURANCE COMPANY~~
~~GEICO GENERAL INSURANCE COMPANY~~

O. M. Nicely

President

<i>SERFF Tracking Number:</i>	<i>GECC-125844186</i>	<i>State:</i>	<i>Arkansas</i>
<i>First Filing Company:</i>	<i>GEICO Indemnity Company, ...</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>2008-405</i>		
<i>TOI:</i>	<i>19.0 Personal Auto</i>	<i>Sub-TOI:</i>	<i>19.0001 Private Passenger Auto (PPA)</i>
<i>Product Name:</i>	<i>405-Auto-Form</i>		
<i>Project Name/Number:</i>	<i>405-Auto-Form/2008-405</i>		

Superseded Attachments

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Original Date:	Schedule	Document Name	Replaced Date	Attach Document
No original date	Form	Automobile Policy Amendment - Uninsured Motorist - Property Damage Coverage	10/03/2008	CC-1217 (08-08).pdf
No original date	Form	Automobile Policy Amendment - Uninsured Motorist - Property Damage Coverage	10/03/2008	A-449 (08-08).pdf
No original date	Form	Automobile Policy Amendment - Uninsured Motorist - Property Damage Coverage	10/03/2008	CRA-21 (08-08).pdf

**Automobile Policy Amendment
UNINSURED MOTORIST-
PROPERTY DAMAGE COVERAGE
ARKANSAS**

Your policy provisions are amended as follows:

DEFINITIONS

1. **Farm auto** means a truck type vehicle with a gross vehicle weight of 15,000 pounds or less, not used for commercial purposes other than farming.
2. **Hit-and-Run Auto** is a motor vehicle causing **property damage** to an **insured auto** through physical contact with that vehicle and whose operator or owner cannot be identified, provided the **insured** or someone on his behalf:
 - (a) Reports the accident within 24 hours to a police, peace or judicial officer or to the Commissioner of Motor Vehicles;
 - (b) Files with us within 30 days a statement setting forth the facts of the accident and claiming that he has a cause of action for damages against an unidentified person; and
 - (c) Makes available for inspection, at our request, the **insured auto**.
3. **Insured** means:
 - (a) The individual named in the declarations and his or her spouse if a resident of the same household;
 - (b) Any person who is entitled to recover damages because of **property damage** sustained by an **insured** under a) above.

If there is more than one **insured**, our limits of liability will not be increased.

4. **Insured auto** is an auto:
 - (a) Described in the declaration and covered by the liability coverages of this policy;
 - (b) Temporarily substituted for an **insured auto** when withdrawn from normal use because of its breakdown, repair, servicing, loss or destruction;
 - (c) A **private passenger, farm, or utility auto**, ownership of which **you** acquire during the policy period, if
 - (i) It replaces a vehicle described in this policy for which a premium is shown for these coverages or a **trailer** owned by **you**;
 - (ii) We insure all **private passenger, farm, and utility autos** owned by **you** on the date of the acquisition, and **you** ask us to add it to the policy no more than 30 days later.

But the term **insured auto** does not include:

- (i) An auto used to carry passengers or goods for hire except in a car pool;
 - (ii) An auto being used without the owner's permission; or
 - (iii) Under subparagraphs b) and c) above, an auto owned by or furnished for the regular use of an **insured**.
5. **Private Passenger auto** means a four wheel private passenger, station wagon or jeep-type auto.
6. **Property damage** means damage to or destruction of an auto owned by **you** and covered by the liability coverages of this policy.
7. **Punitive or Exemplary Damage** means damage that is imposed to punish the wrongdoer and to deter others from similar conduct.
8. **Trailer** means a trailer designed to be towed by a **private passenger auto**, if not being used for business or commercial purposes with a vehicle other than a **private passenger, farm or utility auto**.
9. **Uninsured auto** is a motor vehicle which:
 - a) Has no property damage liability bond, policy of insurance or cash or securities on file to cover **property damage** at the time of the accident, or;
 - b) Has property damage liability insurance in effect at the time of the accident but the insurer of the vehicle becomes insolvent or denies coverage.

The term **uninsured auto** does not include:

- (a) An **insured auto**;
- (b) A motor vehicle owned or operated by a self insurer within the meaning of any motor vehicle financial responsibility law, motor carrier law or any similar law;
- (c) A motor vehicle owned by the United States of America, any other national government, a **state**, or a political sub-division of any such government or its agencies;
- (d) A land motor vehicle or **trailer** operated on rails or crawler-treads or located for use as a residence or premises;
- (e) A farm-type tractor or equipment designed for use principally off public roads, except while used upon public roads.

10. **Utility auto** means a vehicle, other than a **farm auto** with a gross vehicle weight of 15,000 pounds or less of the pick up body, van or panel truck type not used for commercial purposes.
11. **You** or **your** means: the policyholder named in the declarations and his or her spouse if a resident of the same household.

LOSSES WE PAY

Under this Coverage we will pay for damages to property caused by accident involving physical contact with an **insured auto** for which the **insured** is legally entitled to recover from the owner or operator of an **uninsured auto** or **hit and run auto** arising out of the ownership, maintenance or use of that auto.

EXCLUSIONS

When this Coverage Does Not Apply

1. This coverage does not apply if the insured or his legal representative has made a settlement or has been awarded a judgment on his claim without our prior written consent or if we are not a party to litigation involving the **insured** and the uninsured motorist.
2. This coverage shall not apply to the benefit of any property insurer.
3. This coverage does not apply to the first two hundred dollars of the total amount of all **property damage** as the result of any one accident. The deductible does not apply if:
 - (a) Collision Coverage is also provided on the **insured auto**, and
 - (b) The operator of the other vehicle has been positively identified and is solely at fault.
4. This coverage does not apply to loss or damage to personal property located in the **insured auto**.
5. We do not cover the United States of America or any of its agencies as an **insured**, a third party beneficiary or otherwise.
6. This coverage does not apply to **property damage** to the **insured auto** if the collision does not involve actual direct physical contact between the **insured** and the **uninsured auto** or **hit-and-run auto**.
7. Regardless of any other provisions of this policy, there is no coverage for **punitive or exemplary damages**.
8. This coverage does not apply to **property damage** to the **insured auto** that results from nuclear exposure or explosion including resulting fire, radiation or contamination.
9. We do not cover **property damage** caused by an auto driven in or preparing for any racing, speed or demolition contest or stunting activity of any nature, whether or not prearranged or organized.
10. We do not cover any liability assumed under any contract or agreement.

LIMIT OF LIABILITY

Regardless of the number of autos or **trailers** to which this policy applies:

1. The limit of property damage liability stated in the declarations as applicable to "each accident" is our total limit of liability for all damages to the property of one or more **insureds** as the result of any one accident.
2. When coverage is afforded by two or more autos, the limits of liability shall apply separately to each auto as stated in the declarations but shall not exceed the highest limit of liability applicable to one auto.

If separate policies with us are in effect for **you** or any person in **your** household, they may not be combined to increase the limit of our liability for a loss.

The amount payable under this Coverage will be reduced by all amounts:

- (a) Paid by or for all persons or organizations liable for the **property damage** to the **insured auto**;
- (b) Paid or payable under any property insurance policy.

OTHER INSURANCE

This insurance shall be excess over other valid and collectible insurance.

TRUST AGREEMENT

When we make a payment under this coverage:

1. We will be entitled to repayment of that amount out of any settlement or judgment any **insured** recovers from any person or organization legally responsible for the **property damage**.
2. Any **insured** claiming benefits will hold in trust for our benefit all rights of recovery which he may have against any person or organization responsible for his damages. He will do whatever is necessary to secure all rights of recovery and will do nothing after the loss to prejudice these rights.

3. At our written request, any **insured** claiming benefits, in his own name, will take through a designated representative appropriate action necessary to recover payment for damages from the legally responsible person or organization. That **insured** will pay us out of the recovery for our expenses, costs and attorney's fees.
4. Any **insured** claiming benefits will execute and furnish us with any needed documents to secure his and our rights and obligations.

CONDITIONS

1. NOTICE

As soon as possible after an accident, notice must be given us or our authorized agent stating:

- (a) The identity of the **insured**;
- (b) The time, place and details of the accident, and
- (c) The names and addresses of any witnesses.

If any **insured** or his legal representative files suit before we make a settlement under this coverage, he must immediately provide us with a copy of the pleadings.

2. ASSISTANCE AND COOPERATION OF THE INSURED

After we receive notice of a claim, we may require any **insured** to take any action necessary to preserve his recovery rights against any allegedly legally responsible person or organization. We may require that **insured** to make that person or organization a defendant in any action against us.

3. ACTION AGAINST US

Suit will not lie against us unless any **insured** claiming benefits or his legal representative have fully complied with all the policy terms.

4. PROOF OF CLAIM

The **insured** or other person making a property damage claim shall file a proof of loss with us as soon as practicable. The proof of loss shall be a sworn statement as to the interest of the **insured** and anyone else in the property, any encumbrances upon the property, actual cash value at the time of the loss, and description and amount of all other insurance covering this property. Upon our request, the **insured** will show us the damaged property.

In the event of a property damage loss, the **insured** shall protect the auto from further loss. Further loss due to failure to protect will not be covered. We will pay for reasonable expenses incurred for the protection of the auto.

5. PAYMENT OF LOSS

Any amount is payable;

- a) To the **insured** or his authorized representative;
- b) If the **insured** is a minor to his parent or guardian; or
- c) If the **insured** is deceased, to his surviving spouse; otherwise
- d) A person authorized by law to receive the payment; or to a person legally entitled to recover payment for the damages.

We may, at our option, pay an amount due in accordance with (d) above.

We affirm this amendment.



W. C. E. Robinson
Secretary



O. M. Nicely
President

Policy Number:

Your policy provisions are amended as follows:

DEFINITIONS

1. **Farm auto** means a truck type vehicle with a gross vehicle weight of 15,000 pounds or less, not used for commercial purposes other than farming.
2. **Hit-and-Run Auto** is a motor vehicle causing **property damage** to an **insured auto** through physical contact with that vehicle and whose operator or owner cannot be identified, provided the **insured** or someone on his behalf:
 - (a) Reports the accident within 24 hours to a police, peace or judicial officer or to the Commissioner of Motor Vehicles;
 - (b) Files with us within 30 days a statement setting forth the facts of the accident and claiming that he has a cause of action for damages against an unidentified person; and
 - (c) Makes available for inspection, at our request, the **insured auto**.
3. **Insured** means:
 - (a) The individual named in the declarations and his or her spouse if a resident of the same household;
 - (b) Any person who is entitled to recover damages because of **property damage** sustained by an **insured** under a) above.

If there is more than one **insured**, our limits of liability will not be increased.

4. **Insured auto** is an auto:
 - (a) Described in the declaration and covered by the liability coverages of this policy;
 - (b) Temporarily substituted for an **insured auto** when withdrawn from normal use because of its breakdown, repair, servicing, loss or destruction;
 - (c) A **private passenger, farm, or utility auto**, ownership of which **you** acquire during the policy period, if
 - (i) It replaces a vehicle described in this policy for which a premium is shown for these coverages or a **trailer** owned by **you**;
 - (ii) We insure all **private passenger, farm, and utility autos** owned by **you** on the date of the acquisition, and **you** ask us to add it to the policy no more than 30 days later.

But the term **insured auto** does not include:

- (i) An auto used to carry passengers or goods for hire except in a car pool;
 - (ii) An auto being used without the owner's permission; or
 - (iii) Under subparagraphs b) and c) above, an auto owned by or furnished for the regular use of an **insured**.
5. **Private Passenger auto** means a four wheel private passenger, station wagon or jeep-type auto.
6. **Property damage** means damage to or destruction of an auto owned by **you** and covered by the liability coverages of this policy.
7. **Punitive or Exemplary Damage** means damage that is imposed to punish the wrongdoer and to deter others from similar conduct.
8. **Trailer** means a trailer designed to be towed by a **private passenger auto**, if not being used for business or commercial purposes with a vehicle other than a **private passenger, farm or utility auto**.
9. **Uninsured auto** is a motor vehicle which:
 - a) Has no property damage liability bond, policy of insurance or cash or securities on file to cover **property damage** at the time of the accident, or;
 - b) Has property damage liability insurance in effect at the time of the accident but the insurer of the vehicle becomes insolvent or denies coverage.

The term **uninsured auto** does not include:

- (a) An **insured auto**;
- (b) A motor vehicle owned or operated by a self insurer within the meaning of any motor vehicle financial responsibility law, motor carrier law or any similar law;
- (c) A motor vehicle owned by the United States of America, any other national government, a **state**, or a political sub-division of any such government or its agencies;
- (d) A land motor vehicle or **trailer** operated on rails or crawler-treads or located for use as a residence or premises;
- (e) A farm-type tractor or equipment designed for use principally off public roads, except while used upon public roads.

10. **Utility auto** means a vehicle, other than a **farm auto** with a gross vehicle weight of 15,000 pounds or less of the pick up body, van or panel truck type not used for commercial purposes.
11. **You** or **your** means: the policyholder named in the declarations and his or her spouse if a resident of the same household.

LOSSES WE PAY

Under this Coverage we will pay for damages to property caused by accident involving physical contact with an **insured auto** for which the **insured** is legally entitled to recover from the owner or operator of an **uninsured auto** or **hit and run auto** arising out of the ownership, maintenance or use of that auto.

EXCLUSIONS

When this Coverage Does Not Apply

1. This coverage does not apply if the insured or his legal representative has made a settlement or has been awarded a judgment on his claim without our prior written consent or if we are not a party to litigation involving the **insured** and the uninsured motorist.
2. This coverage shall not apply to the benefit of any property insurer.
3. This coverage does not apply to the first two hundred dollars of the total amount of all **property damage** as the result of any one accident. The deductible does not apply if:
 - (a) Collision Coverage is also provided on the **insured auto**, and
 - (b) The operator of the other vehicle has been positively identified and is solely at fault.
4. This coverage does not apply to loss or damage to personal property located in the **insured auto**.
5. We do not cover the United States of America or any of its agencies as an **insured**, a third party beneficiary or otherwise.
6. This coverage does not apply to **property damage** to the **insured auto** if the collision does not involve actual direct physical contact between the **insured** and the **uninsured auto** or **hit-and-run auto**.
7. Regardless of any other provisions of this policy, there is no coverage for **punitive or exemplary damages**.
8. This coverage does not apply to **property damage** to the **insured auto** that results from nuclear exposure or explosion including resulting fire, radiation or contamination.
9. We do not cover **property damage** caused by an auto driven in or preparing for any racing, speed or demolition contest or stunting activity of any nature, whether or not prearranged or organized.
10. We do not cover any liability assumed under any contract or agreement.

LIMIT OF LIABILITY

Regardless of the number of autos or **trailers** to which this policy applies:

1. The limit of property damage liability stated in the declarations as applicable to "each accident" is our total limit of liability for all damages to the property of one or more **insureds** as the result of any one accident.
2. When coverage is afforded by two or more autos, the limits of liability shall apply separately to each auto as stated in the declarations but shall not exceed the highest limit of liability applicable to one auto.

If separate policies with us are in effect for **you** or any person in **your** household, they may not be combined to increase the limit of our liability for a loss.

The amount payable under this Coverage will be reduced by all amounts:

- (a) Paid by or for all persons or organizations liable for the **property damage** to the **insured auto**;
- (b) Paid or payable under any property insurance policy.

OTHER INSURANCE

This insurance shall be excess over other valid and collectible insurance.

TRUST AGREEMENT

When we make a payment under this coverage:

1. We will be entitled to repayment of that amount out of any settlement or judgment any **insured** recovers from any person or organization legally responsible for the **property damage**.
2. Any **insured** claiming benefits will hold in trust for our benefit all rights of recovery which he may have against any person or organization responsible for his damages. He will do whatever is necessary to secure all rights of recovery and will do nothing after the loss to prejudice these rights.

3. At our written request, any **insured** claiming benefits, in his own name, will take through a designated representative appropriate action necessary to recover payment for damages from the legally responsible person or organization. That **insured** will pay us out of the recovery for our expenses, costs and attorney's fees.
4. Any **insured** claiming benefits will execute and furnish us with any needed documents to secure his and our rights and obligations.

CONDITIONS

1. NOTICE

As soon as possible after an accident, notice must be given us or our authorized agent stating:

- (a) The identity of the **insured**;
- (b) The time, place and details of the accident, and
- (c) The names and addresses of any witnesses.

If any **insured** or his legal representative files suit before we make a settlement under this coverage, he must immediately provide us with a copy of the pleadings.

2. ASSISTANCE AND COOPERATION OF THE INSURED

After we receive notice of a claim, we may require any **insured** to take any action necessary to preserve his recovery rights against any allegedly legally responsible person or organization. We may require that **insured** to make that person or organization a defendant in any action against us.

3. ACTION AGAINST US

Suit will not lie against us unless any **insured** claiming benefits or his legal representative have fully complied with all the policy terms.

4. PROOF OF CLAIM

The **insured** or other person making a property damage claim shall file a proof of loss with us as soon as practicable. The proof of loss shall be a sworn statement as to the interest of the **insured** and anyone else in the property, any encumbrances upon the property, actual cash value at the time of the loss, and description and amount of all other insurance covering this property. Upon our request, the **insured** will show us the damaged property.

In the event of a property damage loss, the **insured** shall protect the auto from further loss. Further loss due to failure to protect will not be covered. We will pay for reasonable expenses incurred for the protection of the auto.

5. PAYMENT OF LOSS

Any amount is payable;

- a) To the **insured** or his authorized representative;
- b) If the **insured** is a minor to his parent or guardian; or
- c) If the **insured** is deceased, to his surviving spouse; otherwise
- d) A person authorized by law to receive the payment; or to a person legally entitled to recover payment for the damages.

We may, at our option, pay an amount due in accordance with (d) above.

We affirm this amendment.



W. C. E. Robinson
Secretary



O. M. Nicely
President

Policy Number:

Your policy provisions are amended as follows:

DEFINITIONS

1. **Farm auto** means a truck type vehicle with a gross vehicle weight of 15,000 pounds or less, not used for commercial purposes other than farming.
2. **Hit-and-Run Auto** is a motor vehicle causing **property damage** to an **insured auto** through physical contact with that vehicle and whose operator or owner cannot be identified, provided the **insured** or someone on his behalf:
 - (a) Reports the accident within 24 hours to a police, peace or judicial officer or to the Commissioner of Motor Vehicles;
 - (b) Files with us within 30 days a statement setting forth the facts of the accident and claiming that he has a cause of action for damages against an unidentified person; and
 - (c) Makes available for inspection, at our request, the **insured auto**.
3. **Insured** means:
 - (a) The individual named in the declarations and his or her spouse if a resident of the same household;
 - (b) Any person who is entitled to recover damages because of **property damage** sustained by an **insured** under a) above.If there is more than one **insured**, our limits of liability will not be increased.
4. **Insured auto** is an auto:
 - (a) Described in the declaration and covered by the liability coverages of this policy;
 - (b) Temporarily substituted for an **insured auto** when withdrawn from normal use because of its breakdown, repair, servicing, loss or destruction;
 - (c) A **private passenger, farm, or utility auto**, ownership of which **you** acquire during the policy period, if
 - (i) It replaces a vehicle described in this policy for which a premium is shown for these coverages or a **trailer** owned by **you**;
 - (ii) We insure all **private passenger, farm, and utility autos** owned by **you** on the date of the acquisition, and **you** ask us to add it to the policy no more than 30 days later.

But the term **insured auto** does not include:

- (i) An auto used to carry passengers or goods for hire except in a car pool;
 - (ii) An auto being used without the owner's permission; or
 - (iii) Under subparagraphs b) and c) above, an auto owned by or furnished for the regular use of an **insured**.
5. **Private Passenger auto** means a four wheel private passenger, station wagon or jeep-type auto.
 6. **Property damage** means damage to or destruction of an auto owned by **you** and covered by the liability coverages of this policy.
 7. **Punitive or Exemplary Damage** means damage that is imposed to punish the wrongdoer and to deter others from similar conduct.
 8. **Trailer** means a trailer designed to be towed by a **private passenger auto**, if not being used for business or commercial purposes with a vehicle other than a **private passenger, farm or utility auto**.
 9. **Uninsured auto** is a motor vehicle which:
 - a) Has no property damage liability bond, policy of insurance or cash or securities on file to cover **property damage** at the time of the accident, or;
 - b) Has property damage liability insurance in effect at the time of the accident but the insurer of the vehicle becomes insolvent or denies coverage.

The term **uninsured auto** does not include:

- (a) An **insured auto**;
- (b) A motor vehicle owned or operated by a self insurer within the meaning of any motor vehicle financial responsibility law, motor carrier law or any similar law;
- (c) A motor vehicle owned by the United States of America, any other national government, a **state**, or a political sub-division of any such government or its agencies;
- (d) A land motor vehicle or **trailer** operated on rails or crawler-treads or located for use as a residence or premises;
- (e) A farm-type tractor or equipment designed for use principally off public roads, except while used upon public roads.

10. **Utility auto** means a vehicle, other than a **farm auto** with a gross vehicle weight of 15,000 pounds or less of the pick up body, van or panel truck type not used for commercial purposes.
11. **You** or **your** means: the policyholder named in the declarations and his or her spouse if a resident of the same household.

LOSSES WE PAY

Under this Coverage we will pay for damages to property caused by accident involving physical contact with an **insured auto** for which the **insured** is legally entitled to recover from the owner or operator of an **uninsured auto** or **hit and run auto** arising out of the ownership, maintenance or use of that auto.

EXCLUSIONS

When this Coverage Does Not Apply

1. This coverage does not apply if the insured or his legal representative has made a settlement or has been awarded a judgment on his claim without our prior written consent or if we are not a party to litigation involving the **insured** and the uninsured motorist.
2. This coverage shall not apply to the benefit of any property insurer.
3. This coverage does not apply to the first two hundred dollars of the total amount of all **property damage** as the result of any one accident. The deductible does not apply if:
 - (a) Collision Coverage is also provided on the **insured auto**, and
 - (b) The operator of the other vehicle has been positively identified and is solely at fault.
4. This coverage does not apply to loss or damage to personal property located in the **insured auto**.
5. We do not cover the United States of America or any of its agencies as an **insured**, a third party beneficiary or otherwise.
6. This coverage does not apply to **property damage** to the **insured auto** if the collision does not involve actual direct physical contact between the **insured** and the **uninsured auto** or **hit-and-run auto**.
7. Regardless of any other provisions of this policy, there is no coverage for **punitive or exemplary damages**.
8. This coverage does not apply to **property damage** to the **insured auto** that results from nuclear exposure or explosion including resulting fire, radiation or contamination.
9. We do not cover **property damage** caused by an auto driven in or preparing for any racing, speed or demolition contest or stunting activity of any nature, whether or not prearranged or organized.
10. We do not cover any liability assumed under any contract or agreement.

LIMIT OF LIABILITY

Regardless of the number of autos or **trailers** to which this policy applies:

1. The limit of property damage liability stated in the declarations as applicable to "each accident" is our total limit of liability for all damages to the property of one or more **insureds** as the result of any one accident.
2. When coverage is afforded by two or more autos, the limits of liability shall apply separately to each auto as stated in the declarations but shall not exceed the highest limit of liability applicable to one auto.

If separate policies with us are in effect for **you** or any person in **your** household, they may not be combined to increase the limit of our liability for a loss.

The amount payable under this Coverage will be reduced by all amounts:

- (a) Paid by or for all persons or organizations liable for the **property damage** to the **insured auto**;
- (b) Paid or payable under any property insurance policy.

OTHER INSURANCE

This insurance shall be excess over other valid and collectible insurance.

TRUST AGREEMENT

When we make a payment under this coverage:

1. We will be entitled to repayment of that amount out of any settlement or judgment any **insured** recovers from any person or organization legally responsible for the **property damage**.
2. Any **insured** claiming benefits will hold in trust for our benefit all rights of recovery which he may have against any person or organization responsible for his damages. He will do whatever is necessary to secure all rights of recovery and will do nothing after the loss to prejudice these rights.

3. At our written request, any **insured** claiming benefits, in his own name, will take through a designated representative appropriate action necessary to recover payment for damages from the legally responsible person or organization. That **insured** will pay us out of the recovery for our expenses, costs and attorney's fees.
4. Any **insured** claiming benefits will execute and furnish us with any needed documents to secure his and our rights and obligations.

CONDITIONS

1. NOTICE

As soon as possible after an accident, notice must be given us or our authorized agent stating:

- (a) The identity of the **insured**;
- (b) The time, place and details of the accident, and
- (c) The names and addresses of any witnesses.

If any **insured** or his legal representative files suit before we make a settlement under this coverage, he must immediately provide us with a copy of the pleadings.

2. ASSISTANCE AND COOPERATION OF THE INSURED

After we receive notice of a claim, we may require any **insured** to take any action necessary to preserve his recovery rights against any allegedly legally responsible person or organization. We may require that **insured** to make that person or organization a defendant in any action against us.

3. ACTION AGAINST US

Suit will not lie against us unless any **insured** claiming benefits or his legal representative have fully complied with all the policy terms.

4. PROOF OF CLAIM

The **insured** or other person making a property damage claim shall file a proof of loss with us as soon as practicable. The proof of loss shall be a sworn statement as to the interest of the **insured** and anyone else in the property, any encumbrances upon the property, actual cash value at the time of the loss, and description and amount of all other insurance covering this property. Upon our request, the **insured** will show us the damaged property.

In the event of a property damage loss, the **insured** shall protect the auto from further loss. Further loss due to failure to protect will not be covered. We will pay for reasonable expenses incurred for the protection of the auto.

5. PAYMENT OF LOSS

Any amount is payable;

- a) To the **insured** or his authorized representative;
- b) If the **insured** is a minor to his parent or guardian; or
- c) If the **insured** is deceased, to his surviving spouse; otherwise
- d) A person authorized by law to receive the payment; or to a person legally entitled to recover payment for the damages.

We may, at our option, pay an amount due in accordance with (d) above.

We affirm this amendment.



W. C. E. Robinson
Secretary



O. M. Nicely
President